

TRANSFER  
TAX  
PAID

50-16

# 03564

WARRANTY DEED  
021138

KNOW ALL MEN BY THESE PRESENTS THAT I, Susan M. Kenney of 116 Mayflower Hill Drive, Waterville, County of Kennebec and State of Maine, for consideration paid, grant to Ronald J. Hayes and Patricia A. Hayes, by Ronald J. Hayes, my attorney in fact, of 1207 Greenwood Road, Stroudsburg, County of and State of PA, As Joint Tenants with **WARRANTY COVENANTS**,

A certain lot or parcel of land together with the buildings and improvements thereon situated on Mayflower Hill Drive in Waterville, County of Kennebec and State of Maine and being bounded and described as follows:

BEING LOT numbered sixteen (16) on plan entitled "Mount Merici Heights, Waterville, Maine," dated November 15, 1942 and recorded in Kennebec Registry of Deeds, Plan Book #14, Pages 15 and 16, to which plan reference is hereby made for further description, location, and dimensions of the lot hereby conveyed.

SUBJECT, however, to the following restrictions numbered from I to IX inclusive which will be binding upon the said grantee and all persons claiming or holding under or through said grantee, for a period extending to January 1, 1975, and which, until said date shall be deemed as covenants running with the title to said land.

SECTION I. That said land shall be used only for residential purposes and nor more than one residence and the outbuildings thereof, such as a garage, shall be allowed to occupy said land or any part thereof, at any one time, nor shall said lot be subdivided or so sold or leased in parcels, nor shall any building at any time situated on said land be used for business or manufacturing purposes; that no outbuildings shall be occupied as a residence prior to the construction of the main building;

SECTION II. That no house for more than one family shall be built upon said land and that no dwelling house costing less than eight thousand dollars (\$8,000) shall be built upon the lots abutting on Mayflower Hill Drive and on the First Rangeway; and that no building shall be erected or placed on any part of said land abutting on said Mayflower Hill Drive and said First Rangeway than thirty-five (35) feet;

SECTION III. That all outbuildings, including garages, shall not be erected nearer than seventy-five (75) feet from the street line upon which the house to be constructed on said lot shall face, and at least twenty-five (25) feet from any side street, unless said garage is attached to and made a part of the house, in which event it shall not be nearer any side street than twenty-five (25) feet;

SECTION IV. That no placards or advertising signs other than such as relate to the sale or the leasing of said lot, shall be erected or maintained on said lot or any building thereon.

SECTION V. That no fences or construction of any kind other than a dwelling shall at any time be erected in any position to interfere with the view from residence on adjoining lots.

SECTION VI. That no cows, horses, goats, swine, hens or dog kennels shall at any time be kept or maintained on said lot, or in any buildings thereon.

SECTION VII. That if the owner of two or more contiguous lots purchased from the within grantor desires to improve said lots as one lot, that insofar as such contiguous lots are concerned, the foregoing covenants of restriction shall be construed as applying to a single lot.


SECTION VIII. Said lot is conveyed with the foregoing restrictions which are conditions of the conveyance affixed to and running with the land; and applicable to all lots hereafter to be sold by the within grantor which abut on said Mayflower Hill Drive and said First Rangeway, and for a violation of the terms thereof, or any of them, by the said grantee herein named, or any person holding or claiming by, under or through the aforesaid grantee, the right is expressly reserved to the grantor and its assigns, or the owner of

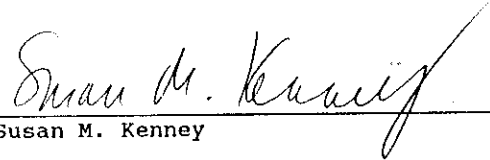
any lot abutting on said Mayflower Hill Drive or said First Rangeway in the plot of land known as Mount Merici Heights to proceed at low or in equity to compel compliance with the terms thereof. The grantor herein does not hold himself responsible for the enforcement of the foregoing restrictions.

SECTION XI. That no house or other building shall be erected or placed upon said land nearer to the lines of said land than five (5) feet. This section shall not in any way affect the restrictions contained in sections II and III hereinabove set forth.

Meaning and intending to convey and hereby conveying the same premises conveyed to Edwin J. Kenney Jr. and Susan M. Kenney by Warranty Deed of James W. & Linda P. Peiffer dated April 23, 1987, recorded in the Kennebec County Registry of Deeds in Book 3153, Page 193. Edwin J. Kenney Jr. died 12/8/92 leaving Susan M. Kenney as surviving joint tenant.

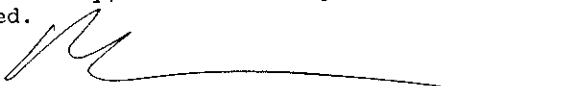
IN WITNESS WHEREOF, I have hereunto set my hand this 8th day of August, 1994.

  
Witness

  
Susan M. Kenney

STATE OF Maine  
COUNTY OF Kennebec

On this 8th day of August, 1994, personally appeared the above-named Susan M. Kenney, and acknowledged the foregoing to be her free act and deed.

  
Notary Public/Attorney at Law

My Commission Expires:



RECEIVED KENNEBEC SS.

94 AUG 15 PM 1:45

ATTEST:   
REGISTER OF DEEDS